

## **AMENDED AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amended Agreement for Professional Engineering Services (“Agreement”) is made this 29<sup>th</sup> day of June, 2020, by and between the Village of Westmont, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called VILLAGE), and Primera Engineers, Ltd., an Illinois corporation specializing in consulting engineering services (hereinafter called ENGINEER)(the VILLAGE and ENGINEER may individually be referred to herein as a “Party” and may collectively be referred to herein as the “Parties”).

WHEREAS, VILLAGE requires professional engineering services on an independent contractor basis described generally as follows:

- A. Performing the duties of the Acting Village Engineer – Public Works Department;  
~~Performing the duties of the Acting Village Stormwater Administrator;~~
- B. Performing needed Public Works’ and engineering inspections;
- C. Performing Public Works’ and other engineering reviews; and
- D. Performing miscellaneous engineering functions and tasks; and

WHEREAS, the afore-mentioned professional engineering services are hereinafter called the “Services”; and

WHEREAS, the VILLAGE desires to retain the ENGINEER as an independent contractor, with Anthony Bryant of Primera Engineer, Ltd. serving as the Acting Village Engineer – Public Works Department ~~and the Acting Village Stormwater Administrator~~, to perform the Services pursuant to the terms of this Agreement, and ENGINEER desires to perform the Services on behalf of the VILLAGE pursuant to the terms of this Agreement; and

WHEREAS, ENGINEER is generally familiar with requirements of the Village of Westmont, its ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance and has the requisite engineering skill, knowledge and training to perform the Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, VILLAGE and ENGINEER agree as follows:

### **SECTION 1 – GENERAL DESCRIPTION OF SERVICES**

1.1 ENGINEER shall serve as VILLAGE’s non-exclusive professional engineering consultant for the Services set forth in this Agreement, and shall give consultation and advice

to VILLAGE during the performance of ENGINEER'S Services.

1.2 Anthony Bryant, an engineer with ENGINEER, shall serve as the Acting Village Engineer ~~– Public Works Department and the Acting Village Stormwater Administrator~~, and shall perform all duties required of said positions. The Village has retained a separate professional engineer to serve as the “Acting Village Engineer – Community Development Department” who shall perform different professional engineering services for the Village, than ENGINEER is providing under this Agreement. The “Acting Village Engineer – Community Development Department” shall serve as the Acting Village Stormwater Administrator. However, it is the intention of the Parties that ENGINEER and the “Acting Village Engineer – Community Development Department”, upon direction of the Village, will perform the services of one another under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, (c) to cover overflow work issues.

1.3 ENGINEER shall perform Public Works' inspections, reviews and such other engineering tasks as specifically set forth in Section 2 below.

1.4 All services shall be performed under the direction of a professional engineer registered in the State of Illinois and qualified in the particular field.

## **SECTION 2 - SERVICES OF ENGINEER**

2.1 The Services to be provided by ENGINEER to the Village are as follows:

- A. Serve as the Acting Village Engineer ~~– Public Works Department and Acting Village Stormwater Administrator~~ in the performance of the Services.
- B. Perform Public Works ~~and~~ engineering inspections and approvals.
- C. Perform Public Works ~~and~~ engineering reviews for compliance with local ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance.
- D. Participate in Public Works and other Village meetings when requested.
- E. Involvement in and planning of Village engineering capital improvement projects.
- F. Manage annual MFT contracts/submittals.
- G. General on-call engineering consulting services on an as-needed basis.
- H. Oversight and management of Village's engineering consultants working on Public Works-related projects.

- I. Prepare applications and supporting documents for governmental grants, loans, or advances.
- J. Consult with VILLAGE's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.
- K. Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional engineering services being performed.
- L. Provide services in connection with a public hearing, arbitration proceeding, or legal proceeding except where the ENGINEER is party thereto.
- M. Upon direction from the Village, perform the services of the Acting Village Engineer – Community Development Department under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, (c) to cover overflow work issues.

2.2 The Village will be relying upon the professional expertise of ENGINEER regarding all Services provided under this Agreement by ENGINEER, and the VILLAGE shall have no independent obligation to verify the accuracy or completeness of ENGINEER's work and Services furnished pursuant to this Agreement.

2.3 The Village reserves the right to remove one or more items in the list of Services above from the scope of ENGINEER's Services in its discretion.

2.4 Phase I, II or III engineering design services will be provided under a separate agreement.

### **SECTION 3 - [Left Intentionally Blank]**

### **SECTION 4 – ADDITIONAL SERVICES OF ENGINEER**

4.1 General. If authorized in writing by VILLAGE and agreed to in writing by ENGINEER, ENGINEER shall furnish Additional Services of the following types which are not considered normal or customary Services under this Agreement and for which ENGINEER will bill separately utilizing the Billing Rate Schedule set forth in Exhibit "A" hereto, unless the parties otherwise agree to different billing rates. The scope of Additional Services may include:

- A. Any work not specifically listed in the Services listed above or reasonably implied as a necessary part of the Services.

- B. Traffic or parking studies and analysis.
- C. Topographic or legal surveys, or construction layout survey services.
- D. Geotechnical investigation or report.
- E. Engineering surveys, remediation plans, or abatement work.
- F. Planning or programming meetings with owner or user groups.
- G. Utility location or subsurface utility engineering (S.U.E.)
- H. Earth retaining structures, permanent or temporary.
- I. Preparation of engineering plans and specifications.
- J. Completion of Phase I studies.
- K. Phase III resident engineering services (construction oversight).
- L. Payment of filing, permit or inspection fees for Any Having Jurisdiction (AHJ).

## **SECTION 5 - RESPONSIBILITIES OF VILLAGE**

VILLAGE shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 5.1 Provide full information as to VILLAGE's requirements for the SERVICES.
- 5.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

Furnish ENGINEER available data such as core borings, probings and subsurface explorations, laboratory tests, and inspection reports of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this Agreement. However, this provision shall not obligate the VILLAGE to obtain such data at its own expense when not already available to the VILLAGE.

5.3 Guarantee access to and make all provisions for ENGINEER to enter upon public property and make reasonable efforts to obtain access to and make all provisions for ENGINEER to enter upon private property as required for ENGINEER to perform the Services under this Agreement.

5.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions, when required, pertaining thereto.

5.5 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for ENGINEER to perform the Services.

5.6 Designate in writing a person or persons to act as VILLAGE's representative(s) with respect to the Services. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define VILLAGE's policies and decisions with respect to materials, equipment, elements and systems to be used in the ENGINEER's furnishing of the Services, and other matters pertinent to the Services covered by this Agreement.

5.7 Give prompt written notice to ENGINEER whenever VILLAGE observes or otherwise becomes aware of any defect in the SERVICES.

5.8 Furnish approvals and permits from all governmental authorities having jurisdiction over projects for which Services are rendered by Engineer, and furnish such approvals and consents from others as may be necessary for completion of the Services for a specific project.

5.9 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 4 of this Agreement or other services as required.

## **SECTION 6 - TERM**

6.1 This Agreement will become effective on June 29, 2020, or upon the date that the last Party signs this Agreement.

6.2 This Agreement shall be valid for an initial term ("Term") of six (6) months from the effective date. The Parties may mutually extend this Agreement for additional terms of six (6) months, or such longer or shorter additional terms to which the Parties may agree ("Additional Terms"). Such extensions for one or more Additional Terms shall be in writing and signed by the Parties, but the approval of such Additional Terms does not require the additional approval by ordinance of the Village of Westmont Board of Trustees.

6.3 Either Party may terminate this Agreement without cause upon no less than sixty (60) days' written notice to the other Party, or such shorter period to which the Parties may mutually agree.

## **SECTION 7 - PAYMENTS TO ENGINEER**

7.1 Compensation. The ENGINEER shall be compensated on an hourly rate basis plus reimbursable expenses based upon the Billing Rate Schedule attached as Exhibit "A" to this Agreement. During the Term, ENGINEER's fees for the Services shall not exceed \$50,000.00. ENGINEER shall be compensated for any Additional Services rendered during the Term based upon the Billing Rate Schedule attached as Exhibit "A" to this Agreement, plus reimbursable expenses, unless the Parties otherwise agree to different billing rates. During any Additional Term, the Parties shall mutually agree in advance and in writing upon the compensation to be paid to the ENGINEER.

7.2 Statements. Monthly statements, in ENGINEER'S standard format, will be submitted by the ENGINEER to the VILLAGE. The statements shall contain sufficient detail to describe the specific nature of the Services provided, the date such specific Services were provided, the time spent on said specific Services on that date, and the classification/billing rate of the employee performing the specific Services. ENGINEER shall not issue invoices for Services that were rendered more than sixty (60) days' prior.

7.3 Payments. Statements are payable by the VILLAGE pursuant to the Local Government Prompt Payment Act. If a portion of ENGINEER'S statement is disputed by VILLAGE, the undisputed portion shall be paid by VILLAGE by the due date. The VILLAGE shall advise the ENGINEER in writing of the basis for any disputed portion of any statement.

## **SECTION 8 - GENERAL CONSIDERATIONS**

8.1 Insurance.

8.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 per Claim

ENGINEER will provide to VILLAGE certificates as evidence of the specified insurance, and said certificates shall name the VILLAGE as an additional insured.

8.1.2. VILLAGE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for property damage covered by property insurance during and after the completion of ENGINEER'S services.

## 8.2 Professional Responsibility.

8.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S Services and Additional Services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will diligently and immediately perform at its own cost, and without reimbursement from VILLAGE, the professional engineering services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S Services or Additional Services. In the event ENGINEER fails or refuses to correct its errors and omissions as stated above and the VILLAGE is required to correct such errors and omissions in-house or through the use of another engineer, ENGINEER shall be responsible to the VILLAGE for all reasonable costs and expenses incurred by the VILLAGE in making such corrections.

8.2.2. In addition, subject to the limitation stated in Section 8.2.4 below, ENGINEER will be responsible to VILLAGE for damages caused by its negligent and/or willful conduct during its activities on behalf of the VILLAGE.

8.2.3. In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased PROJECT costs, loss of revenue or profit, lost production, claims by customers of VILLAGE, or governmental fines or penalties, except in instances of gross negligence and/or willful and wanton conduct.

8.3 Estimates and Projections. Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items, will not vary from estimates and projections prepared by ENGINEER.

8.4 Changes. VILLAGE shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the VILLAGE and the President or any Vice President of the ENGINEER.

8.5 Suspension of Services. Should VILLAGE fail to fulfill its responsibilities as provided under Section 5 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if VILLAGE fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving fourteen (14) days' written notice to VILLAGE, suspend services under this Agreement until VILLAGE has satisfied VILLAGE's obligations under this Agreement.

8.6 Termination.

8.6.1. Services may be terminated by the VILLAGE or ENGINEER by fourteen (14) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other Party through no fault of the terminating Party. Failure on the part of the VILLAGE to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, VILLAGE shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

8.6.2. In the event of premature termination of this Agreement by the VILLAGE and through no fault of the ENGINEER, the ENGINEER shall be entitled to recover all reasonable costs and expenses incurred to date of termination plus all reasonable costs



incurred to assemble and close its files and documents.

8.6.3 In the event of premature termination of the PROJECT by ENGINEER through no fault of the VILLAGE, the VILLAGE shall be entitled to recover all reasonable costs and expenses incurred to complete ENGINEER's services for the PROJECT, whether performed in-house by the VILLAGE or performed by another engineer.

8.7 [Intentionally deleted]

8.8 Disputes. In the event that a dispute should arise relating to the performance of the Services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses. Venue for any litigation between the Parties shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

8.9 Rights and Benefits. ENGINEER'S Services will be performed solely for the benefit of the VILLAGE and not for the benefit of any other persons or entities.

8.10 Dispute Resolution.

8.10.1 Scope of Paragraph. The procedures of this Paragraph shall apply to any and all disputes between VILLAGE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of VILLAGE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

8.10.2 Exhaustion of Remedies Required. No legal action may be filed unless the Parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 8.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either Party to a court of proper jurisdiction, until the procedures in Paragraphs 8.10.3 and 8.10.4 have been complied with, unless the VILLAGE reasonably determines that an emergency to public safety exists requiring immediate action and/or immediate court intervention.

8.10.3 Notice of Dispute.

8.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the Party seeking relief shall serve the other Party with a written

Notice;

8.10.3.2 For disputes arising after the making of final payment, VILLAGE shall give ENGINEER written Notice at the address listed in Paragraph 8.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

8.10.4 Negotiation. Within seven days of receipt of the Notice, the VILLAGE and ENGINEER shall confer in an effort to resolve the dispute.

8.10.5 Mediation. If the VILLAGE and ENGINEER are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties.

8.11 The VILLAGE represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for Services rendered by the ENGINEER.

8.12 [Intentionally deleted]

8.13 Indemnification for Pollution Related Claims. For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, VILLAGE agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of VILLAGE and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work, unless such dispersal, escape or release is caused by ENGINEER, its agents or subcontractors.

8.14 Indemnification.

The VILLAGE agrees to indemnify, protect and hold ENGINEER harmless from and against any and all claims, demands and causes of action by any third party for personal injury, property damage, loss of business or other economic damages arising out of any act, error or omission

caused by the VILLAGE. ENGINEER agrees to indemnify, protect and hold the VILLAGE harmless from and against any and all claims, demands and causes of action by any third party for personal injury, property damage, loss of business or other economic damages arising out of any act, error or omission caused by the ENGINEER performing its Services under this Agreement.

8.15 Computer Models. ENGINEER may use or modify ENGINEER'S proprietary computer models in service of VILLAGE under this Agreement, or ENGINEER may develop computer models during ENGINEER'S service to VILLAGE under this Agreement. Such use, modification, or development by ENGINEER does not constitute a license to VILLAGE to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. VILLAGE and ENGINEER will enter into a separate license agreement if VILLAGE wishes to use ENGINEER'S computer models.

8.16 Reuse of Documents. All documents prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Services, and ENGINEER shall have the ownership and property interest therein. ENGINEER shall provide the VILLAGE with copies of all final reports, drawings, specifications and other final documents prepared by ENGINEER in the course of performing the Services in a format reasonably requested by the Village. However, such documents are not intended or represented to be suitable for reuse by VILLAGE on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at VILLAGE's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and VILLAGE shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by VILLAGE and ENGINEER.

#### 8.17 Electronic Media.

8.17.1 Any electronic media (computer disks, tapes, and similar items) furnished with respect to ENGINEER'S services are for VILLAGE's information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by VILLAGE or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

8.17.2 ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or

incidental or consequential damage. VILLAGE shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that VILLAGE or others may have, or which may arise in the future respecting use of the electronic media.

8.17.3 If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

8.18 Notices. Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

**8.19**

8.20 VILLAGE:

Public Works Director  
Village of Westmont  
31 West Quincy Street  
Westmont, Illinois 60559

ENGINEER:

Anthony Bryant  
Primera Engineers, Ltd.  
650 Warrenville Road  
Lisle, Illinois 60532

8.19 Successors and Assigns. This Agreement is binding on the Parties and their respective successors, executors, administrators, and assigns. Neither VILLAGE nor ENGINEER shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other.

8.21 Controlling Law. This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois without regard to any conflicts of law provisions.

8.22 Entire Agreement. This Agreement represents the entire Agreement between the ENGINEER and VILLAGE relative to the subject matter herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S Services described herein are superseded.

8.23 Independent Contractor. ENGINEER acknowledges that all Services provided to the VILLAGE under this Agreement shall be those of an independent contractor, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship. ENGINEER shall be responsible for making all required deductions, contributions and payments to and for its employees. ENGINEER shall be responsible for controlling the work, hours and methods of work of its employees, agents and contractors under its direction. ENGINEER shall not be entitled to any insurance or other employee benefits from the VILLAGE. ENGINEER shall have no authority to bind the VILLAGE to any agreement, contract or obligation unless expressly consented to in advance by the VILLAGE.

8.24 Confidential Information. In the scope of performing services under this Agreement, ENGINEER or its agents and contractors may come into possession of or receive knowledge or information regarding confidential information of the VILLAGE or third parties seeking engineering and development approvals from the VILLAGE. Such confidential information may include, but is not limited to, architectural plans, engineering plans, processes, formulae, customer lists, marketing information, financial information, legal information, and business practices, whether protected by intellectual property rights or not, which the disclosing party considers confidential, whether or not specifically identified as such. ENGINEER agrees to treat and maintain such confidential information in confidence, shall protect it with the same degree of care which it uses to protect its own confidential information (which shall not be less than

reasonable care), shall not disclose it to any third party and shall use it for the sole purpose of performing under this Agreement. For purposes of this Agreement, confidential information shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of ENGINEER; (b) ENGINEER can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to ENGINEER with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by ENGINEER without reference to the disclosing party's confidential information. ENGINEER may disclose such confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure ENGINEER shall inform the disclosing party of such order if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. ENGINEER's indemnification of the VILLAGE under this Agreement shall include indemnification for damages for any breach of this provision by ENGINEER, including the unauthorized use of any third party's protected intellectual property rights.

8.25 COVID-19 Policies. At all times that this Agreement is in effect, and due to the fact that ENGINEER will have occasions to perform Services at VILLAGE facilities or otherwise in the presence of VILLAGE employees, officials and agents, ENGINEER agrees to strictly follow the following policies of the VILLAGE related to COVID-19:

- A. Mandatory Face Covering Memo (4/30/20), as amended from time to time.
- B. COVID-19 Positive Test from Employee Memo (8/28/20), as amended from time to time.
- C. Protocol for Employee in Close Contact with a Positive COVID-19 Case (8/28/20), as amended from time to time.

Copies of these policies are collectively attached hereto as Exhibit B and incorporated herein.

IN WITNESS WHEREOF, the Village of Westmont and Primera Engineers, Ltd. have each made and executed this Agreement as of the day and year first above written.

**PRIMERA ENGINEERS, LTD.:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF WESTMONT:**

By: \_\_\_\_\_

Name:                Ronald J. Gunter

Title:                Mayor

**EXHIBIT A**  
**BILLING RATE SCHEDULE**



**EXHIBIT B**

**VILLAGE OF WESTMONT COVID-19 POLICIES**